

## **Amendment 33**

### **To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System**

This Amendment 33 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 11<sup>th</sup> day of June, 2009, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### **Recitals**

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to specify a fixed fee for the Contractor to provide training rigs that include the DDU, OBFTP, WDOLS and RCU devices. The devices shall be purchased by the Agencies via the standard equipment ordering process and, for the fixed fee set forth below, the Contractor shall provide all other material and labor to assemble said devices into a training rig, including but not limited to the rig assembly, device installation, device commissioning and commissioning tests and updating the commissioning test results and asset register. Also added is a fixed fee for the Agencies to request, at their discretion, a training rig delivery option.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to the above Recitals and to amend the Contract as follows:

## Section 1.0 Compensation

On a one-time basis, for purposes of this Amendment 33, the Agencies agree to pay the Contractor a fixed fee of \$119 for Engineering Management to design and document the process for rig assembly.

**Section 2.0** Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## VI. IMPLEMENTATION

### SPECIAL PROGRAMS

<b>LUMP SUM COST</b>
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Original Contract

<b>A. PARATRANSIT</b>	<b>\$70,476</b>
<b>B. VANPOOL</b>	<b>\$70,476</b>

Change Order No. 1

<b>A. KCM RCU Conceptual Design</b> (Not to Exceed plus reimbursable travel expenses)	<b>\$26,795</b>
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Change Order No. 11

<b>WSF GAK Implementation</b>	<b>\$241,584</b>
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Change Order No. 15

<b>WSF Gate &amp; POS Simulator</b>	<b>\$24,614</b>
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Change Order No. 16

<b>KT PFTP Implementation</b>	
<b>1. Phase 1 FDR through Beta Test Readiness</b>	<b>\$79,698</b>
<b>2. Phase 2 After Beta Test Readiness</b>	<b>\$46,683</b>
<b>TOTAL IMPLEMENTATION:</b>	<b>\$126,381</b>

Change Order No. 18

<b>KCM DDU Functionality when ARI enters Init Mode</b>	<b>\$10,985</b>
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Change Order No. 19

<b>KCM DDU Auto Logoff and Power Down</b>	<b>\$7,054</b>
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Change Order No. 20

<b>Beta Card Production</b>	<b>\$20,000</b>
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Change Order No. 25

<b>CST Monitors for Beta Test Developmental Units</b> <b>5 CSTs @ \$800 each</b>	<b>\$4,000</b>
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Amendment No. 33

Change Order No. 29

<b>Addition of Cardholder Website content to Call Center &amp; Walk-in Center training courses and materials</b>	<b>\$3,675</b>
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Change Order No. 30

<b>Revise card graphics to include 8-digit Card Serial Number on the card</b>	<b>\$2,072</b>
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Change Order No. 31

<b>CST Functionality to override card printing requirements</b>	<b>\$6,637</b>
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Change Order No. 34

<b>Cardholder Website change to perform certain functions (items #9 through 13) in Figure II-1.1 for both Registered and Unregistered Cards</b>	<b>\$33,067</b>
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Change Order No. 35

<b>UW Card serial number placement on back of Campus Card</b>	<b>\$896</b>
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Change Order No. 36

<b>WSF Commercial Account Card requirements</b>	<b>\$37,815</b>
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Change Order No. 37

<b>KCM Bi-weekly CD Transmission</b>	<b>\$83,189</b>
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Amendment No. 31

<b>Change fare card Primary Graphics and Primary Printing requirements for Standard and Disposable Fare Cards as well as the Secondary Printing requirements for Business Account and Operator Cards.</b>	<b>\$2,986</b>
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Amendment No. 33

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<b>TRAINING RIG ASSEMBLY &amp; DELIVERY</b>	
<b>The Agency cost for On-board Equipment Training Rig assembly shall consist of the below items (a) which is a PER RIG cost and (b) which is a PER ORDER cost. Item (c) is optional.</b>	
<b>(a) Rig Assembly includes all labor and materials to assemble the rig (using RFCS devices from Agency inventory)</b>	<b>\$410 per rig</b>
<b>(b) Installation and commissioning tests, and commissioning, of all rigs in an order</b>	<b>\$222 per order</b>
<b>(c) Optional delivery of 20 or fewer rigs</b>	<b>\$184 per delivery</b>

Amendment No. 34

<b>Change the Regional Reduced Fare Permit (RRFP) card front and back primary and secondary graphics.</b>	<b>\$5,159</b>
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Amendment No. 37

<b>Modify the existing report, Institutional Card Status Report, to remove the first and last name fields and to add a new field to indicate if the card is "registered".</b>	<b>\$3,750</b>
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Amendment No. 39

<b>Business Account Web Changes</b>	<b>\$9,108</b>
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Amendment No. 36

<b>WSF Commercial Account Card Requirements</b>	<b>\$45,315</b>
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Amendment No. 37

<b>Data Update Functionality</b>	<b>\$83,189</b>
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### Section 3.0

All other provisions of the Contract not referenced in this Amendment Thirty-three shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

**ERG Transit Systems (USA) Inc.**

By: 

Its: VP Finance

Date: 06/09/2009

**The Agencies**

By: 

Their: Contract Administrator

On behalf of the Agencies

Date: June 11, 2009